

Warehouse Lease Amendment #2 —8300 Helgerman Court Area Reduction and Extension

This lease amendment is made on or about this 2nd day of January, 2013 by and between **HALCYON ASSOCIATES**, a Maryland limited partnership, (together with its successors and assigns called "Landlord" or "the Landlord"), and **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland (together with its successors and assigns called "County" or "the County") to the lease dated on or about June 17, 2005 for 8300 Helgerman Court, Gaithersburg, Maryland. Landlord and the County (collectively called "Parties" or "the Parties") agree:

Recitals

1. On or about June 17, 2005, Parties executed the original lease document for the original premises at 8300 Helgerman Court ("8300"), Gaithersburg, Maryland, containing gross rentable (GRA) area of 8,836 square feet. 8300 was and is occupied by the Supply and Evidence Section of the Montgomery County Police Department ("MCPD").
2. On or about April 18, 2006, Parties executed amendment #1, which (a) expanded the premises to include an additional GRA of 10,626 square feet at 8316 Helgerman Court ("8316") and (b) extended the term of the lease through July 31, 2011. 8316 was also occupied by the MCPD. The total GRA of the expanded premises was 19,462 square feet.
3. Starting August 1, 2011 and through November 30, 2012, the MCPD occupied the expanded premises by a month-to-month tenancy.
4. On or about December 1, 2012, MCPD vacated part of 8316. By this amendment, Parties intend to continue this lease for all of 8300 and part of 8316.

NOW THEREFORE, Parties further agree:

**A#2(a) Context.** This amendment is a part of the lease for 8300 Helgerman Court and, except as provided for in this amendment, the provisions of the original lease document as amended continue in force. Some provisions may be repeated here for convenience.

**A#2(b) Grant.** The Premises is hereby established as shown on exhibit "A" of this amendment, Schematic Plan of Premises. The Premises now contains GRA of 10,100 square feet. The County is in possession of the Premises.

**A#2(c) Term.** The term of this lease is hereby extended for a period of two non-calendar years starting December 1, 2012 with a new term ending date of November 30, 2014.

**A#2(d) Option to End Term Early.** In addition to the rights of the County to end the term early as stated in the original lease document, the County has the option to end the term early on the condition

Landlord: HALCYON ASSOCIATES

- 1 -

Tenant: MONTGOMERY COUNTY, MD at 8300 Helgerman Court

Version date: December 19, 2012

of advance notice to Landlord of at least six full calendar months. The County is not required to pay any fees to Landlord to exercise this option.

**A#2(e) Base Rent Schedule.** The County shall pay Base Rent of **\$232,908.00** (exclusive of Additional Rent, if any) in Monthly Base Rent Installments by the "Suite C Base Rent Schedule."

Amendment #2 Base Rent Schedule

Period	Period Starting Date	No. of Months	Monthly Base Rent Installment (\$)	Period Base Rent (\$)
1st Lease Year	01 Dec. 2012	12	9,561.00	114,732.00
2 <sup>nd</sup> Lease Year	01 Dec. 2013	12	9,848.00	118,176.00
Total Base Rent (exclusive of Additional Rent, if any)				232,908.00

**A#2(f) Parking.** The County's parking ratio is hereby established at 2.25 spaces for each 1,000 square feet of GRA. The County shall prevent the use of more than 23 outside vehicle spaces for both County and non-County vehicles. Vehicle spaces include loading spaces. At Landlord's request, the County shall return a pro rate number of reserved parking spaces based on the reduction in area from the expanded premises.

**A#2(g) County's Pro Rata Share.** The County's shall pay real estate taxes as provided for in part "8. REAL ESTATE TAXES" in the original lease document. The GRA of the entire building is deemed to be 38,244 square feet; the County's share is 25.9%.

**A#2(f) Improvements.** The County shall provide and pay for all improvements required to separate the retained part of 8316 from the vacated part of 8316, including without limitation electrical, mechanical, and low-voltage systems. The County shall make reasonable efforts to complete these improvements by March 1, 2013. Landlord is not required to provide or pay for any improvements.

**A#2(g) Subsequent Improvements.** At the County's sole discretion, the County may contract with the Landlord to modify or provide additional improvements.

**A#2(h) Brokers.** With regard to this amendment, the County represents that it has not dealt with any finders, real estate agents, or brokers.

*The Signature Page follows next.*

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be properly executed.

Witness to Mr. Daniel:

Landlord: DANIEL, DANIEL AND DANIEL

David Baltis

By: John Daniel

John Daniel, General Partner

Date signed: 20 Dec 2012

Tenant: MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson

Printed: Ramona Bell-Pearson

Asst. Chief Administrative Officer

Date signed: January 2, 2013

APPROVED AS TO FORM AND  
LEGALITY

OFFICE OF THE COUNTY ATTORNEY

By: Vicki Paul

Date signed: 12-21-12

RECOMMENDED:

By: Cynthia L. Brenneman

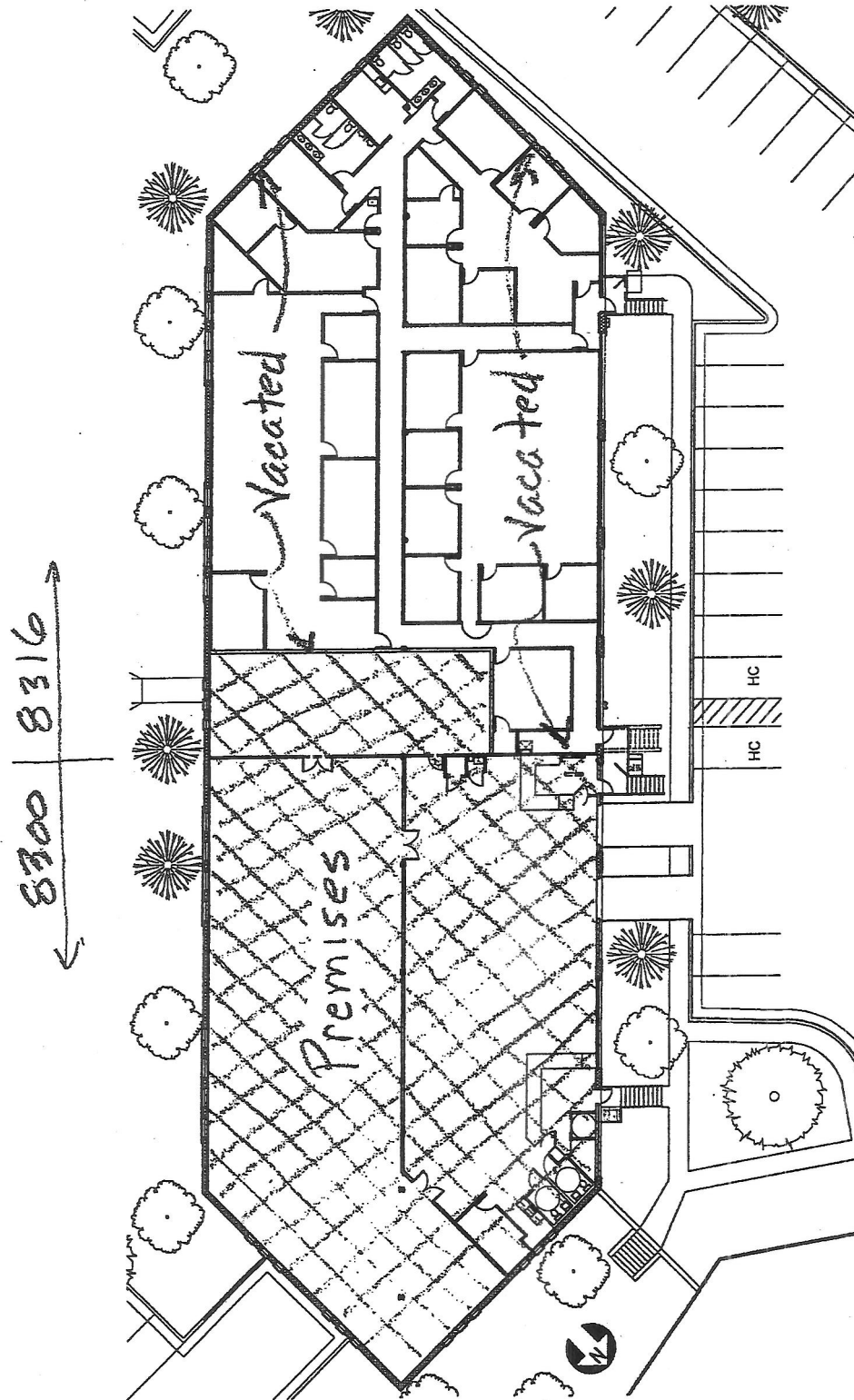
Cynthia L. Brenneman, Director

Office of Real Estate

<sup>General Services</sup>  
Dept. of ~~Public Works and Transportation~~

Date signed: 12/21/12

Exhibit A of Warehouse Lease Amendment #2—Schematic Plan of Premises



Landlord: HALCYON ASSOCIATES

- 4 -

Tenant: MONTGOMERY COUNTY, MD at 8300 Helgerman Court

Version date: December 19, 2012